

A. G. Contract No. KR932432TRN
JPA No.: 93-141
ECS File No.: 94-41
Project: NH10-4(119)/H2377 01D
Section: I-10, Ina - Prince

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 1 March, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR and CITY
COUNCIL (the "City").

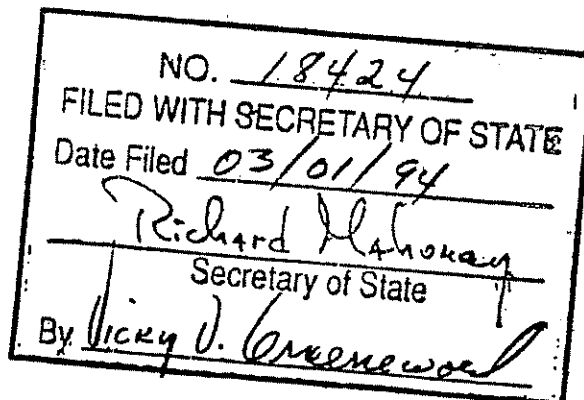
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to the State's reconstruction of I-10 from
Ina Road to Prince Road, the State and the City desire to
provide for the availability of reclaimed water for landscape
irrigation, which involves the extension of water lines with
associated valves, at an estimated cost of \$240,000.00, all at
State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services necessary for construction bidding and construction of the Project. Incorporate City review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, and with the concurrence of the City, approve and accept the Project on behalf of the parties hereto.

2. The City will:

a. Review the design documents and provide comments as appropriate.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon completion and acceptance by the State, accept the Project into the City's water distribution system and provide maintenance within City rights-of-way or dedicated easements, up to and including the water meter.

d. Upon completion of the State's associated landscaping project, provide service connections, meters and reclaimed landscape irrigation water at no cost to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
PO Box 27210
Tucson, AZ 85726

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA
Department of Transportation

By George Miller
GEORGE MILLER
Mayor

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer


ATTEST

By Kathleen S. Detrick
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 23rd day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of water line improvements for landscape irrigation on I-10 from Ina Road to Prince Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

JAN 24 1994

RESOLUTION NO. 16517

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA TO PROVIDE AVAILABILITY OF RECLAIMED WATER FOR LANDSCAPE IRRIGATION ON ARIZONA DEPARTMENT OF TRANSPORTATION I-10 INA TO PRINCE PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS: :

SECTION 1. The Intergovernmental Agreement with the State of Arizona to provide availability of reclaimed water for landscape irrigation on Arizona Department of Transportation I-10 Ina to Prince Project, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

JPA 93-141

APPROVAL OF THE CITY OF TUCSON ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 7 day of January, 1994.

Charles E. Ede

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

WOODS
GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2914-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of February, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G